

Amendment No. 01 (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
1		.	
2		.	
3		.	
4		.	

ORIGINAL STAMP BELOW

Representative(s) Trovillion offered the following:

**Amendment (with title amendment)**

On page 1, line 9,  
remove from the bill: everything after the enacting clause  
and insert in lieu thereof:

Section 1. Paragraphs (a), (b), (c), and (d) of  
subsection (1) of section 945.215, Florida Statutes, are  
amended to read:

945.215 Inmate welfare and employee benefit trust  
funds.--

(1) INMATE WELFARE TRUST FUND; DEPARTMENT OF  
CORRECTIONS.--

(a) The Inmate Welfare Trust Fund constitutes a trust  
held by the department for the benefit and welfare of inmates  
incarcerated in correctional facilities operated directly by  
the department and for visitation and family programs and  
services in such correctional facilities. Funds shall be  
credited to the trust fund as follows:

1. All funds held in any auxiliary, canteen, welfare,

Amendment No. 01 (for drafter's use only)

1 or similar fund in any correctional facility operated directly  
2 by the department.

3 2. All net proceeds from operating inmate canteens,  
4 vending machines used primarily by inmates and visitors, hobby  
5 shops, and other such facilities; however, funds necessary to  
6 purchase items for resale at inmate canteens and vending  
7 machines must be deposited into local bank accounts designated  
8 by the department.

9 3. All proceeds from contracted telephone commissions.  
10 The department shall develop and update, as necessary,  
11 administrative procedures to verify that:

12 a. Contracted telephone companies accurately record  
13 and report all telephone calls made by inmates incarcerated in  
14 correctional facilities under the department's jurisdiction;

15 b. Persons who accept collect calls from inmates are  
16 charged the contracted rate; and

17 c. The department receives the contracted telephone  
18 commissions.

19 4. Any funds that may be assigned by inmates or  
20 donated to the department by the general public or an inmate  
21 service organization; however, the department shall not accept  
22 any donation from, or on behalf of, any individual inmate.

23 ~~5. Repayment of the one-time sum of \$500,000~~  
24 ~~appropriated in fiscal year 1996-1997 from the Inmate Welfare~~  
25 ~~Trust Fund for correctional work programs pursuant to s.~~  
26 ~~946.008.~~

27 ~~5.6.~~ All proceeds from:

28 a. The confiscation and liquidation of any contraband  
29 found upon, or in the possession of, any inmate;

30 b. Disciplinary fines imposed against inmates;

31 c. Forfeitures of inmate earnings; and

Amendment No. 01 (for drafter's use only)

1           d. Unexpended balances in individual inmate trust fund  
2 accounts of less than \$1.

3           ~~6.7.~~ All interest earnings and other proceeds derived  
4 from investments of funds deposited in the trust fund. In the  
5 manner authorized by law for fiduciaries, the secretary of the  
6 department, or the secretary's designee, may invest any funds  
7 in the trust fund when it is determined that such funds are  
8 not needed for immediate use.

9           (b) Funds in the Inmate Welfare Trust Fund must be  
10 used exclusively for the following purposes at correctional  
11 facilities operated directly by the department:

12           1. To operate inmate canteens and vending machines,  
13 including purchasing items for resale at inmate canteens and  
14 vending machines; employing personnel and inmates to manage,  
15 supervise, and operate inmate canteens and vending machines;  
16 and covering other operating and fixed capital outlay expenses  
17 associated with operating inmate canteens and vending  
18 machines;

19           2. To employ personnel to manage and supervise the  
20 proceeds from telephone commissions;

21           3. To develop, implement, and maintain the medical  
22 copayment accounting system;

23           4. To provide literacy programs, vocational training  
24 programs, and educational programs that comply with standards  
25 of the Department of Education, including employing personnel  
26 and covering other operating and fixed capital outlay expenses  
27 associated with providing such programs;

28           5. To operate inmate chapels, faith-based programs,  
29 visiting pavilions, visiting services and programs, family  
30 services and programs, libraries, and law libraries, including  
31 employing personnel and covering other operating and fixed

Amendment No. 01 (for drafter's use only)

1 capital outlay expenses associated with operating inmate  
2 chapels, faith-based programs, visiting pavilions, visiting  
3 services and programs, family services and programs,  
4 libraries, and law libraries;

5 6. To purchase and repair televisions and antennae to  
6 be used in inmate common areas and visitation areas to provide  
7 inmates and their visitors with limited access to non-cable  
8 network programming.

9 ~~7.6.~~ To provide for expenses associated with various  
10 inmate clubs;

11 ~~8.7.~~ To provide for expenses associated with legal  
12 services for inmates;

13 ~~9.8.~~ To provide inmate substance abuse treatment  
14 programs and transition and life skills training programs,  
15 including employing personnel and covering other operating and  
16 fixed capital outlay expenses associated with providing such  
17 programs.

18 10. To purchase wellness equipment for use by inmates,  
19 including equipment for team sports and fitness activities to  
20 support wellness habits, to promote healthy behavior, and to  
21 reduce idleness for better institutional management, but  
22 excluding free weights.

23 (c) The Legislature shall annually appropriate the  
24 funds deposited in the Inmate Welfare Trust Fund. It is the  
25 intent of the Legislature that total annual expenditures for  
26 providing literacy programs, vocational training programs, and  
27 educational programs exceed the combined total annual  
28 expenditures for operating inmate chapels, faith-based  
29 programs, visiting pavilions, visiting services and programs,  
30 televisions, television repairs, family services and programs,  
31 libraries, and law libraries, covering expenses associated

Amendment No. 01 (for drafter's use only)

1 with inmate clubs, and providing inmate substance abuse  
2 treatment programs and transition and life skills training  
3 programs.

4 (d) Funds in the Inmate Welfare Trust Fund or any  
5 other fund may not be used to purchase cable television  
6 service. Such funds may not generally be used, to rent or  
7 purchase videocassettes or, videocassette recorders, or other  
8 audiovisual or electronic equipment used primarily for  
9 recreation purposes. This paragraph does not preclude the  
10 purchase or rental of videocassettes or videocassette  
11 recorders electronic or audiovisual equipment for inmate  
12 training, or educational programs, or the amusement of  
13 children in visitation areas.

14 Section 2. Section 945, Florida Statutes, is created  
15 to read: Legislative intent; Correctional Managed Health Care  
16 Pilot Program.--

17 (1) It is the intent of the Legislature that the  
18 delivery of inmate health care be accomplished in accordance  
19 with the commonly accepted standards within the professional  
20 health community at large; be provided at a level comparable  
21 to a Medicaid-service level of care, enhanced to include  
22 dental, mental health, and pharmacy programs that are at least  
23 equivalent to the level of care provided by the Office of  
24 Health Services of the Department of Corrections; and be  
25 provided in the most cost-effective manner possible. It is  
26 also the intent of the Legislature to reduce and control the  
27 escalating costs of inmate health care by implementing, in a  
28 pilot project, the managed health care approach described in  
29 this section and specifically authorized in the 2000-2001  
30 General Appropriations Act. In managing the contract for the  
31 Correctional Managed Health Care Pilot Program contract, the

Amendment No. 01 (for drafter's use only)

1 Department of Corrections shall safeguard the state's interest  
2 in providing lawfully adequate health care to inmates. When  
3 surveying a facility within the pilot program, the  
4 Correctional Medical Authority shall immediately report  
5 life-threatening or otherwise serious deficiencies to the  
6 Secretary of Corrections and the private health care vendor  
7 performing the services under the Correctional Managed Health  
8 Care Pilot Program. The private health care vendor shall take  
9 immediate action to correct life-threatening or otherwise  
10 serious deficiencies identified by the board and, within 3  
11 calendar days, file a written corrective action plan with the  
12 Secretary of Corrections, the department's contract manager,  
13 and the board which indicates the actions that will be taken  
14 to address the deficiencies.

15 (b) The Correctional Medical Authority shall inspect  
16 and survey the facilities under the pilot program at least  
17 once each year and shall submit a report to the Governor, the  
18 President of the Senate, and the Speaker of the House within  
19 60 days after the inspection.

20 (c) The Correctional Medical Authority shall address  
21 and resolve any request for changes submitted by the private  
22 health care vendor under paragraph (3)(b).

23 (3)(a) The Correctional Managed Health Care Pilot  
24 Program is established for the purpose of providing inmate  
25 health care, including primary, convalescent, dental, and  
26 mental health care, to inmates housed by the Department of  
27 Corrections at the prisons located in the region designated by  
28 the department as Region IV on March 1, 2000. The pilot  
29 program shall:

30 1. Commence with a contract awarded to a private  
31 health care vendor by the Department of Corrections, at the

Amendment No. 01 (for drafter's use only)

1 department's discretion. The private health care vendor shall  
2 provide services to inmates, except inmates housed in  
3 institutions authorized under chapter 957, Florida Statutes,  
4 at a level that is comparable to the level of care provided  
5 under Medicaid. In addition, services shall be enhanced to  
6 include dental, mental health, and pharmacy programs that are  
7 at least equivalent to the level of care provided by the  
8 Office of Health Services of the Department of Corrections.  
9 The contract for the pilot project shall be terminated no  
10 later than December 31, 2003.

11 2. Maintain lawfully adequate levels of inmate health  
12 care and provide access to health care while achieving  
13 substantial cost savings.

14 3. Adhere to the health care procedures, health care  
15 plans, health service bulletins, and treatment protocols  
16 relating to the provision of inmate health care services  
17 adopted by the Department of Corrections.

18 (b) If there is a need to deviate from the procedures,  
19 plans, bulletins, or protocols adopted by the Department of  
20 Corrections, the private health care vendor shall file a  
21 request for change with the chairperson of the Correctional  
22 Medical Authority which states the reasons for the request for  
23 change and the alternative protocol the pilot program would  
24 implement, if approved, the Correctional Medical Authority  
25 review the request for change at the next scheduled meeting of  
26 the authority and submit a recommendation to the Secretary of  
27 Corrections to approve or deny the request. All documentation  
28 considered by the board shall be provided to the Secretary of  
29 Corrections for a final decision.

30 (c) The private health care vendor shall provide the  
31 names, addresses, and social security numbers and, upon

Amendment No. 01 (for drafter's use only)

1 request, a complete set of fingerprints taken by an authorized  
2 law enforcement agency, of all individuals who will be  
3 employed by, or contracting with, the vendor within the  
4 state's correctional system for the purpose of a background  
5 check. The Department of Law Enforcement may accept such  
6 fingerprints for the purpose of conducting a statewide and  
7 national criminal history check and, to the extent provided by  
8 law, to exchange state, multistate, and federal criminal  
9 history records with the Department of Corrections.

10 (d) The Department of Corrections shall provide  
11 training to the private health care vendor, any  
12 subcontractors, and their respective employees with regard to  
13 security requirements and health care recordkeeping to be  
14 maintained by the vendor, subcontractor, or employees while  
15 working within the state's correctional system. The  
16 Correctional Medical Authority shall be available to assist  
17 the private vendor in meeting the health care standards set  
18 forth by the Department of Corrections.

19 (4) Section 768.28(10)(a), Florida Statutes, does not  
20 apply to any vendor performing services under the Correctional  
21 Managed Health Care Pilot Program. The vendor entering into a  
22 contract under this section is liable in tort with respect to  
23 the care of inmates under the Correctional Managed Health Care  
24 Pilot Program and for any breach of contract. Sovereign  
25 immunity may not be raised by a vendor, subcontractor, or  
26 employee of the vendor or subcontractor, or by the insurer of  
27 the vendor, subcontractor, or employee on their behalf, as a  
28 defense in any action arising out of the performance of any  
29 service under the terms of any contract entered under this  
30 section or as a defense in tort, or any other application,  
31 with respect to the care of inmates and for any breach of



Amendment No. 01 (for drafter's use only)

1 contract.

2 (5) Each primary vendor or subcontractor entering into  
3 an agreement under this section shall defend and indemnify the  
4 state and the Department of Corrections, including their  
5 officials, employees and agents, against any claim, loss,  
6 damage, cost, charge, or expense arising out of any act,  
7 action, neglect, or omission by the vendor or its agents or  
8 employees during the performance of the contract, whether  
9 direct or indirect, including, but not limited to, any tort or  
10 civil rights liability. Proof of satisfactory insurance is  
11 required in the request for proposal and resulting contract,  
12 if any is awarded. The vendor shall provide a performance bond  
13 in an amount to be specified in the request for proposal.

14 (6)(a) The population of inmates housed in  
15 correctional facilities within which the Correctional Managed  
16 Health Care Pilot Program is operated shall be of a  
17 substantially similar composition as those inmates who are  
18 housed in similar facilities in the remainder of the state  
19 correctional system with respect to their overall health, age,  
20 mental health, and dental requirements.

21 (b) The Correctional Medical Authority shall have the  
22 same rights, powers, and duties set forth in Chapter 945 with  
23 respect to the facilities within the pilot program as in all  
24 other Department of Corrections institutions, except as  
25 otherwise provided in this section.

26 (7) The prime vendor pharmaceutical contract of the  
27 state shall be available to the private health care vendor  
28 selected to operate the Correctional Managed Health Care Pilot  
29 Program. However, the private health care vendor is not  
30 required to use the state's prime vendor pharmaceutical  
31 contract.

Amendment No. 01 (for drafter's use only)

1           Section 3. This act shall take effect July 1, 2000.

2  
3

4 ===== T I T L E    A M E N D M E N T =====

5 And the title is amended as follows:

6           On page 1, line 2,

7 remove from the title of the bill: the entire title

8

9 and insert in lieu thereof:

10           An act relating to Department of Corrections Inmates;  
11 amending s. 945.215, F.S.; revising and clarifying authorized  
12 uses of moneys in the Inmates Welfare Trust Fund; providing  
13 limitations; providing health care of inmates in the state  
14 correctional system; providing legislative intent with respect  
15 to the Correctional Managed Health Care Pilot Program;  
16 requiring that the Correctional Medical Authority inspect  
17 facilities operated under the pilot program and report to the  
18 Governor and Legislature; establishing the Correctional  
19 Managed Health Care Pilot Program; specifying the correctional  
20 facilities to be included in the pilot program; requiring the  
21 Department of Corrections to contract with a private health  
22 care vendor for the purpose of providing health care services;  
23 providing procedures under which the private vendor may  
24 deviate from procedures or protocols adopted by the  
25 department; providing for a criminal history check of  
26 individuals employed by or contracting with the health care  
27 vendor; providing that sovereign immunity does not apply to  
28 any vendor performing services under the pilot program;  
29 requiring that the vendor and any subcontractor indemnify the  
30 state and the department against any liability; requiring that  
31 the population of inmates served under the pilot program be

Amendment No. 01 (for drafter's use only)

1 similar to other inmates in the state correctional system;  
2 providing for the prime vendor pharmaceutical contract to be  
3 available to the health care vendor operating the pilot  
4 program; providing an effective date.  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31